



FILED

DEC 1 2009

Eric M. Hocky
Direct Dial 215 640 8523
Email ehocky@thorpreed.com

FEE RECEIPT

DEC 1 2009

**SURFACE
TRANSPORTATION BOARD**

226087

ATTORNEYS AT LAW SINCE 1895

**SURFACE
TRANSPORTATION BOARD
VIA OVERNIGHT DELIVERY**

November 30, 2009

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Washington, DC 20024

ENTERED
Office of Proceedings

DEC 01 2009

Part of
Public Record

Re: Grainbelt Corporation
- Trackage Rights Exemption -
BNSF Railway Company and
Stillwater Central Railroad Company
STB Finance Docket No. 353332



Dear Ms. Brown:

Enclosed for filing please find the original and 10 copies of the Notice of Exemption of Grainbelt Corporation ("GNBC"), together with an additional 20 copies of the map. Also enclosed is our check in the amount of \$1200 representing the filing fee for this Notice.

Also enclosed for filing are the original and 10 copies of each of the following:

- (1) Motion of Grainbelt for Protective Order (expedited consideration requested).
- (2) Supplemental Trackage Rights Agreement between GNBC and BNSF – highly confidential version (separate envelope)
- (3) Supplemental Trackage Rights Agreement between GNBC and SLWC – highly confidential version (separate envelope)
- (4) Petition for Partial Revocation (Sub-No. 1)

Please time stamp the extra copy of this letter to indicate receipt of all of the foregoing, and return it to me in the self-addressed stamped envelope provided for your convenience.

Pittsburgh

Philadelphia

Princeton

Wheeling

Thorp Reed & Armstrong, LLP
One Commerce Square
2005 Market Street
Suite 1000
Philadelphia, PA 19103-7041
215 640 8500
215 640 8501 Fax



Cynthia T. Brown
Page 2

November 30, 2009

Please let know if there are any questions about the filings. Thank you for your assistance.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric M. Hocky", with a long, sweeping underline that extends below the printed name.

Eric M. Hocky

EMH/e

Enclosures

cc (by email, w/encls.):
Kristy Clark, BNSF
Craig Richey, SLWC

Before the

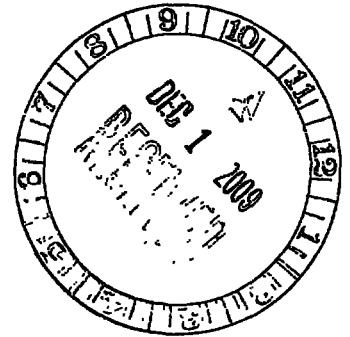
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35332

GRAINBELT CORPORATION

- TRACKAGE RIGHTS EXEMPTION -

**BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**



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NOTICE OF EXEMPTION

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TRANSPORTATION BOARD**

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Public Record**

**ERIC M. HOCKY
THORP REED & ARMSTRONG, LLP
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
(215) 640-8500
Attorneys for Grainbelt Corporation**

Dated: November 30, 2009

FEE RECEIVED

DEC 1 2009

**SURFACE
TRANSPORTATION BOARD**

Before the
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35332

**GRAINBELT CORPORATION
- TRACKAGE RIGHTS EXEMPTION -
BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**

NOTICE OF EXEMPTION

Grainbelt Corporation (“GNBC”), a Class III railroad, files this Notice of Exemption pursuant to 49 C.F.R. §1180.2(d)(7) to exempt from the provisions of 49 U.S.C. §11323, the grants of supplemental trackage rights by BNSF Railway Company (“BNSF”) and Stillwater Central Railroad Company (“SLWC”) that together will allow GNBC to operate between Snyder, Oklahoma, and Altus, Oklahoma, with the right to perform limited local service at Long, Oklahoma. The supplemental trackage rights are based on written agreements and are not being filed or sought in a responsive application.

Required Information

In accordance with the provisions of 49 C.F.R. §1180.4(g), GNBC provides the following information as required by 49 C.F.R. §1180.6(a)(1)(i)-(iii), (a)(5), (a)(6), and (a)(7)(ii):

(a)(1)(i) GNBC already holds overhead trackage rights granted by the predecessor of BNSF between Snyder Yard, milepost 664.00 and Quanah, Texas, milepost 723.30 (the “original trackage rights”), under which GNBC has the right to interchange at Quanah with BNSF and with Union Pacific Railroad (as the successor to Southern Pacific Railroad). BNSF subsequently sold a portion of the subject trackage to SLWC. The original trackage rights are not affected by the supplemental trackage rights that are the subject of this proceeding.

BNSF has now agreed to grant GNBC supplemental rights that will allow GNBC to serve a local customer at Long, Oklahoma, and to interchange with BNSF and with FMRC (GNBC's affiliate) at Altus, Oklahoma. To accomplish this, BNSF is granting overhead trackage rights, with limited local service rights, to GNBC over the 19.27- mile line between its connection with SLWC east of Long, milepost 668.73 and Altus, milepost 688.00. Additionally, to reach the BNSF lines, SLWC is granting overhead trackage rights to GNBC over the 4.73-mile line between Snyder Yard, milepost 664.00, and its connection with BNSF east of Long, milepost 668.73, to allow GNBC to reach the connecting BNSF trackage rights. The trackage rights lines are shown on the map attached as Exhibit A.

The name, business address and telephone number of Applicant are: Grainbelt Corporation, 1601 Gary Blvd., PO Box 1750, Clinton, OK 73601-1750; (580) 323-1234.

The name, business address and telephone number of counsel to whom questions regarding the transaction can be addressed are: Eric M. Hocky, Thorp Reed & Armstrong, LLP, One Commerce Square, 2005 Market Street, Suite 1910, Philadelphia, PA 19103; (215) 640-8500.

(a)(1)(ii) GNBC intends to commence operations under the trackage rights on or after January 1, 2010.

(a)(1)(iii) The trackage rights will allow GNBC and BNSF to shift much of their current interchange from Snyder, Oklahoma, to Altus, Oklahoma, to allow GNBC to interchange with its affiliate FMRC in Altus, Oklahoma, and to allow GNBC limited access to a customer in Long, Oklahoma.

(a)(5) GNBC currently operates in the State of Oklahoma, and the trackage rights lines are also located in the State of Oklahoma.

(a)(6) A map showing the trackage rights lines is attached as Exhibit A. Twenty extra copies of the map are also included.

(a)(7)(ii) Redacted copies of the respective trackage rights agreement with BNSF and SLWC are attached as Exhibits B-1 and B-2. (Applicant has filed a Motion for a Protective Order to protect the confidentiality of the commercial terms of the agreements.)

Labor Protection

Applicant understands that any employees adversely affected by the trackage rights are entitled to protection under the conditions imposed in *Norfolk and Western Railway Company - Trackage Rights - Burlington Northern, Inc.*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Railway, Inc. - Lease and Operate - California Western Railroad*, 360 I.C.C. 653 (1980).

Environmental and Historic Reports

Under 49 C.F.R. §1105.6(c)(4) and 49 C.F.R. §1105.8(b)(3), no environmental or historic documentation is required.

Caption Summary

Attached as Exhibit C is the caption summary required by 49 C.F.R. §1180.4(g)(2)(iii).

Respectfully submitted,



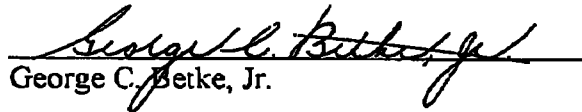
ERIC M. HOCKY
THORP REED & ARMSTRONG, LLP
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
(215) 640-8500
Attorneys for Grainbelt Corporation

Dated: November 30, 2009

VERIFICATION

I, George C. Betke, Jr., Chairman and Chief Executive Officer of Grainbelt Corporation, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on November 30, 2009.


George C. Betke, Jr.

qualified and authorized to file the foregoing document.

EXHIBIT A

MAP

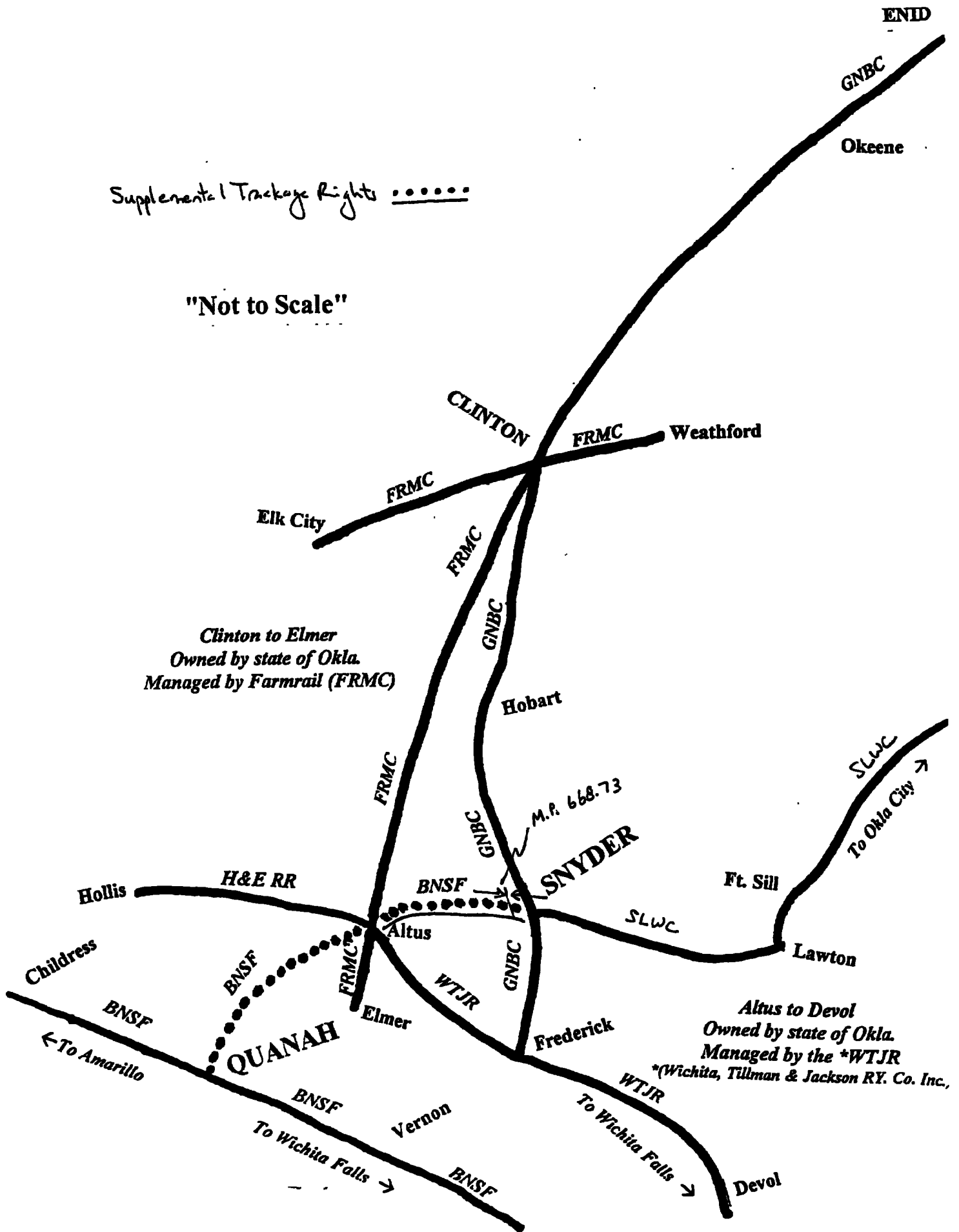


EXHIBIT B-1

BNSF SUPPLEMENTAL TRACKAGE RIGHTS AGREEMENT

(“PUBLIC” VERSION)

**SUPPLEMENTAL AGREEMENT
COVERING TRACKAGE RIGHTS
BETWEEN LONG AND ALTUS, OK**

THIS SUPPLEMENTAL AGREEMENT ("Supplemental Agreement") is made as of this 16th day of October, 2009 ("Execution Date"), between BNSF RAILWAY COMPANY (formerly BURLINGTON NORTHERN RAILROAD COMPANY), a Delaware corporation (hereinafter referred to as "BNSF" or "Owner") and GRAINBELT CORPORATION, a Delaware corporation, (hereinafter referred to as "Grainbelt" or "User"), and collectively referred to as the "parties".

WITNESSETH:

WHEREAS, BNSF and Grainbelt entered into a Trackage Rights Agreement, dated August 20, 1987, as amended by Amendment Agreement No. 1 dated February 15, 1996 (the "Original Agreement"); and

WHEREAS, BNSF and Grainbelt wish to enter into a supplemental agreement to amend and supplement certain rights and obligations granted under the Original Agreement only insofar as such rights and obligations pertain to Grainbelt's rights between Long, OK (near mile post 668.73) and Altus, OK (at the connection with the Farmrail Corporation main line near mile post 688.00) (hereinafter referred to as "Joint Trackage"), and

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth in the Original Agreement and this Supplemental Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

- I. All references to "Burlington Northern Railroad Company" or "Northern" shall be amended and deemed to now be references to "BNSF Railway Company" and/or "BNSF". Additionally, any references in the Original Agreement or this Supplemental Agreement to "Owner" shall mean BNSF and any references in the Original Agreement or this Supplemental Agreement to "User" shall mean Grainbelt.
- II. For the term of this Supplemental Agreement, solely as between BNSF and Grainbelt, Section 1 of the Original Agreement insofar as it governs rights between Long and Quanah shall be amended by adding the following new subsections 1.5 and 1.6:

" 1.5 Notwithstanding any provision to the contrary, BNSF grants Grainbelt the rights to access all BNSF customers open to BNSF service as of the date of this Agreement located within the Long, Oklahoma station switching limits with a timetable eastern mile post limit of 668.73.

1.6

III. For the term of this Supplemental Agreement, solely as between BNSF and Grainbelt, Section 7 of the Original Agreement shall be amended by adding the following language after the last paragraph of Section 7:

IV. The parties agree that the liability and indemnification provisions contained in the Original Agreement shall apply to Grainbelt's use of the Joint Facilities between Long, OK and Altus, OK. Additionally, for the term of this Supplemental Agreement, Section 10 of the Original Agreement shall be supplemented and amended with the addition of the following new Section 10A added at the end of/after Section 10:

"Section 10A. INSURANCE – Long OK-Altus OK

10A. For so long as User shall exercise rights under this Agreement, User shall, at its sole cost and expense, procure and maintain insurance coverage sufficient to cover the liability of User assumed under this Agreement and in compliance with the terms and conditions set forth hereinbelow in Sections 10A.1 and 10A.2.

V. Necessary Approvals and Term of Supplemental Agreement

(a) Grainbelt shall be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this Supplemental Agreement pursuant 49 CFR 1180.2(d)(7) and a petition for partial revocation of the trackage rights class exemption so that the trackage rights set forth herein automatically expire ten (10) years from the Execution Date. The terms herein shall be subject to and conditioned upon and shall not become effective until the later of i) the effective date of the notice of exemption; or ii) the filing of the petition for partial revocation of the trackage rights class exemption. Additionally, the rights set forth herein shall not become effective if the STB imposes conditions upon the trackage rights which are not acceptable to either party unless the parties agree otherwise.

(b) This Supplemental Agreement shall remain in effect for a period of ten (10) years from the Execution Date (hereinafter called "Initial Term"). The Term may be extended

for an additional five (5) years (hereinafter called "Renewal Term") upon mutual written agreement of the parties no later than ninety (90) days prior to expiration of the Initial Term. The Initial Term and the Renewal Term are collectively referred to herein as "Term". In the event the parties agree to extend the Term pursuant to this provision and any regulatory approvals are necessary to effectuate the Renewal Term, the parties shall each pay one-half of the costs associated with obtaining any such approvals.

(c)

(d) Upon termination or expiration of the Term, Grainbelt shall promptly relinquish all trackage rights granted herein. Grainbelt shall surrender possession and operation on, over or along the Joint Trackage as promptly as Grainbelt is able to do so under applicable laws and regulations. Without prejudice to any other rights or remedies available at law or in equity, BNSF shall have rights of specific performance to enforce the terms of this Section. Notwithstanding any provision to the contrary herein, Grainbelt shall not contest the right of BNSF at any time to abandon all or any part of the Joint Trackage. Notwithstanding the foregoing, Grainbelt does not waive its right to make an offer of financial assistance to purchase the Joint Trackage in an abandonment proceeding.

VI. High Risk Commodities and Positive Train Control

VII. Effect of Agreement

Except as expressly provided herein, all other terms of the Original Agreement, as amended and supplemented, shall remain in full force and effect and govern the parties to

the Original Agreement and their successors and assigns. Nothing herein shall be deemed or construed to amend or modify any rights of the parties with respect to any trackage other than the Joint Trackage between Long and Altus. The terms of this Agreement are not intended for the benefit of and may not be enforced by any party other than Grainbelt or BNSF. No amendments to this Agreement shall be binding unless agreed upon and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date defined hereinabove.

GRAINBELT CORPORATION

BNSF RAILWAY COMPANY

By: *Seagrass L. Butcher*
Its: *Chief Executive Officer*

By: *A. J. Bell*
Its: *Vice President, Network Development*

EXHIBIT B-2

SLWC SUPPLEMENTAL TRACKAGE RIGHTS AGREEMENT

(“PUBLIC” VERSION)

**SUPPLEMENTAL
TRACKAGE RIGHTS
AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, entered into as of this 1st day of November, 2009, by and between STILLWATER CENTRAL RAILROAD, INC. ("SLWC") and GRAINBELT CORPORATION ("GNBC" or "User").

WITNESSETH:

WHEREAS, BNSF Railway Company ("BNSF") and GNBC entered into a Trackage Rights Agreement, dated August 20, 1987, as amended by Amendment Agreement No. 1 dated February 15, 1996 (the "Original Agreement") covering trackage rights between Snyder, Oklahoma, and Quanah, Texas; and

WHEREAS, SLWC purchased, *inter alia*, a 4.73-mile section of track that begins at Milepost 664.0 near Snyder, Oklahoma, and ends at Milepost 668.73 near the Martin Marietta rock quarry at Long, Oklahoma, that is part of the Joint Facilities subject to the Original Agreement; and

WHEREAS, BNSF is granting GNBC supplemental trackage rights to allow for certain additional service rights under the Original Agreement as it relates to the Joint Facilities between Long, Oklahoma, and Altus, Oklahoma; and

WHEREAS, SLWC is willing to give GNBC supplemental trackage rights from Snyder to Long to coordinate with the BNSF supplemental trackage rights for the sole purposes of originating rock from the Martin Marietta quarry and terminating that rock at customers served by GNBC or its affiliate, Farmrail Corporation ("FMRC"), and for moving traffic to and from Altus, Oklahoma, for interchange with BNSF or FMRC. .

WHEREAS, under those conditions SLWC is willing to grant GNBC trackage rights over the 4.73-mile section of track; and

WHEREAS, GNBC is agreeable to receiving the supplemental trackage rights to conduct operations over the line under the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. GRANT OF SUPPLEMENTAL TRACKAGE RIGHTS

(a) Subject to the terms and conditions herein provided, SLWC hereby grants to GNBC the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Supplemental Trackage Rights") over the following segment of railroad

(hereinafter referred to as the "Subject Trackage"):

Local trackage rights between milepost 664.0, at or near Snyder, Oklahoma, and milepost 668.73, at or near Long, Oklahoma.

The term "local trackage rights", as used above, includes: (1) the right to operate trains over the line described for the purpose of originating carloads of rock from the Martin Marietta rock quarry to be transported over SLWC for the sole purpose of terminating the rock at any point on GNBC or FMRC. GNBC may not bridge rock to any other rail carrier, except FMRC, without the expressed written consent of SLWC; and (2) the right to operate trains over the line to reach BNSF's connecting line between Long, Oklahoma, and Altus, Oklahoma, for traffic to be interchanged between GNBC and either BNSF or FMRC at Altus.

(b) Except as expressly provided herein for traffic moving under the local trackage rights granted hereunder, all other terms of the Original Agreement, as amended and supplemented, shall remain in full force and effect and govern the parties to the Original Agreement and their successors and assigns, with respect to all other traffic that moves under the Original Agreement.

SECTION 2. USE OF SUBJECT TRACKAGE

(a) User's use of the Subject Trackage shall be in common with SLWC and any other user of the Subject Trackage, and SLWC's right to use the Subject Trackage shall not be diminished by this Agreement.

(b) User shall have the right to operate in either direction over the Subject Trackage.

SECTION 3. COMPENSATION

(a)

(b) Payments shall be made within twenty (20) days after the end of each calendar month, for each loaded car moved during such calendar month.

SECTION 4. MAINTENANCE OF SUBJECT TRACKAGE

SLWC shall maintain, repair and renew the Subject Trackage at its own expense and with its own supervision and labor. SLWC shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated. SLWC does not guarantee the condition of the Subject Trackage or that operations thereover will not be interrupted.

SECTION 5. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

Any additional connections to the Subject Trackage which may be required by User shall be constructed, maintained, repaired and renewed by User at its sole cost, liability and expense, and shall require advance approval by SLWC in its sole and absolute discretion.

SECTION 6. MANAGEMENT AND OPERATIONS

User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Acts, as amended, and all other federal and state laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars and equipment are being operated over the Subject Trackage. User shall indemnify, protect, defend and save harmless SLWC and its directors, officers, agents and employees from and against all fines, penalties and liabilities imposed upon SLWC or its directors, officers, agents or employees under such laws, rules and regulations by any public authority or court having jurisdiction in the premises, when attributable to the failure of User to comply with its obligations in this regard.

SECTION 7. MILEAGE AND CAR HIRE

All mileage and car hire charges accruing on cars in User's trains on the Subject Trackage shall be assumed by User and reported and paid by it directly to the owners of such cars.

SECTION 8. CLEARING OF WRECKS

Whenever User's use of the Subject Trackage requires rerailling, wrecking service, or wrecking train service, User shall perform such service, including the repair and restoration of roadbed, track and structures. The cost and expense thereof, including, without limitation, loss of, damage to, and destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be apportioned in accordance with the provisions of Section 9 hereof.

SECTION 9. LIABILITY

The responsibility of the parties hereto as between themselves for loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, resulting from, arising out of, incidental to, or occurring in connection with the Trackage Rights granted in this Agreement, shall be determined as follows:

STB FINANCE DOCKET NO. 35332
"PUBLIC" VERSION

SECTION 10. INVESTIGATION

(a) Except as provided in Subsection (b) hereof, all claims, injuries, deaths, property damages, and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the party bearing the liability, cost and expense therefor under the provisions of this Agreement.

(b) Each party will investigate, adjust and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706 and 49 C.F.R. Section 1005 (or any revised or substitute regulations adopted to modify, supplement or supersede the regulations herein provided), or in accordance with any applicable transportation contract entered into pursuant to 49 U.S.C. Section 10709.

(c) In the event a claim or suit is asserted against SLWC or User which is the other's duty hereunder to investigate, adjust or defend, then, unless otherwise agreed, such other party shall, upon request, take over the investigation, adjustment and defense of such claim or suit.

(d) All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time employees, including claim agents, attorneys and other employees of either party engaged

directly or indirectly in such work shall be borne by such party.

(e) Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005 or similar regulation, neither party shall settle or compromise any claim, demand, suit or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds

(f) Nothing in this section shall modify or supersede the provisions of Section 9 hereof.

SECTION 11. TERMINATION

This Agreement shall terminate upon the later of (a) the 10th anniversary of the execution date, or (b) the expiration of the associated Supplemental Trackage Rights Agreement between GNBC and BNSF Railway Company dated October 16, 2009 ("Termination Date").

SECTION 12. ARBITRATION

Except for matters concerning loss or destruction of, or damage to freight, or injury or death of persons, any irreconcilable dispute arising between the parties with respect to this Agreement shall be settled through final and binding arbitration. The parties shall jointly submit the matter to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and conclusive upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expense of the arbitrator(s), if any, shall be borne equally by the parties hereto.

SECTION 13. GENERAL PROVISIONS

(a) This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the parties hereto.

(b) All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

(c) Except as set forth in Section 1(b), this Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between the parties.

(d) No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by both parties to this Agreement.

(e) As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, or in the account of, one of the parties hereto such expression means the trains, locomotives, cars or equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars or equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars and equipment shall be considered those of the other party under this Agreement.

(f) All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.

(g) All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Oklahoma without regard to principles of conflicts of law.

(h) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed for all purposes to be due execution and delivery by the undersigned.

SECTION 14. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that User shall not transfer or assign this Agreement, or any of its rights, interests or obligations hereunder to any person, firm or corporation without obtaining the prior written consent of SLWC, which consent will not be unreasonably withheld, except that the rights and obligations under this Agreement shall pass to the respective successor of substantially all of the property of User or any subsequent owner of the Subject Trackage.

SECTION 15. NOTICE

Any notice required or permitted to be given by one party to the other under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the parties may mutually agree, and shall be addressed as follows:

If intended for SLWC:
Chief Commercial Officer
Stillwater Central Railroad, Inc.
315 W. Third Street
Pittsburg, KS 66762

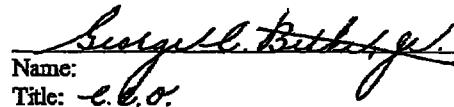
If intended for GNBC:
Chief Executive Officer
Grainbelt Corporation
Post Office Box 1750
Clinton, OK 73601

SECTION 16. COMMENCEMENT AND TERMINATION

GNBC shall be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this Supplemental Agreement pursuant 49 CFR 1180.2(d)(7) and a petition for partial revocation of the trackage rights class exemption so that the trackage rights set forth herein automatically expire ten (10) years from the Execution Date. The terms herein shall be subject to and conditioned upon and shall not become effective until the later of (i) the effective date of the notice of exemption; or (ii) the filing of the petition for partial revocation of the trackage rights class exemption. Additionally, unless the parties agree otherwise, the rights set forth herein shall not become effective if the STB imposes conditions upon the trackage rights which are not acceptable to either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GRAINBELT CORPORATION


Name:
Title: *C.E.O.*

**STILLWATER CENTRAL RAILROAD,
INC.**



Name:
Title:

EXHIBIT C
CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

STB FINANCE DOCKET NO. 35332

**GRAINBELT CORPORATION
- TRACKAGE RIGHTS EXEMPTION -
BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**

BNSF Railway Company (“BNSF”) and Stillwater Central Railroad Company (“SLWC”) have each agreed to grant supplemental trackage rights to Grainbelt Corporation (“GNBC”), which together will allow GNBC to operate from Snyder, Oklahoma, to Altus, Oklahoma, with the right to provide limited local service at Long, Oklahoma. SLWC is granting supplemental trackage rights to GNBC between Snyder Yard, milepost 664.00 and the connection with BNSF east of Long, milepost 668.73. BNSF is granting supplemental trackage rights over the connecting line between the connection with SLWC east of Long, milepost 668.73 and Altus, milepost 688.00. The supplemental trackage rights will become effective on January 1, 2010.

The Notice is filed under 49 C.F.R. §1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board,

Rachel D. Campbell, Director, Office of Proceedings